

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY

REQUEST FOR PROPOSALS (“RFP”)
STRATEGIC PLANNING AND PUBLIC ENGAGEMENT
FOR
REPURPOSING THE ST. LOUIS MEDIUM SECURITY INSTITUTION

1. PURPOSE

The City of St. Louis, Planning & Urban Design Agency (“PDA”), is seeking proposals from firms interested in providing strategic planning, public engagement and discovery, and visioning services to conduct and prepare reports for Repurposing the St. Louis Medium Security Institution.

This project is expected to include a professional consulting firm or team of firms with extensive experience in community engagement and experience facilitating meaningful and focused public engagement opportunities across a variety of in person and digital environments.

Issuing this RFP does not obligate the City of St. Louis to award a contract to any provider, nor is the City of St. Louis liable for any costs incurred by the organizations in the preparation of proposals. Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of engagement. Nor shall the selection of a Respondent be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties. The City retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

2. PROJECT DESCRIPTION

Strategic planning and public engagement services will be provided for the decommissioned Medium Security Institution at 7600 Hall St. 63147.

Medium Security Institution

The Medium Security Institution (MSI, sometimes known informally as ‘The Workhouse’) located at 7600 Hall St. St. Louis, MO 63147, was primarily constructed in 1966, with a newer wing, ‘The Annex’, opening in 1997. The size of the multi-building complex is approximately 142,000 square feet. The MSI complex was a municipal jail facility primarily envisioned to hold detainees prior to trial, to hold people in detention with sentences less than a year, and to hold people re-incarcerated on parole violations. At peak capacity the facility was capable of holding about 1,100 detainees.

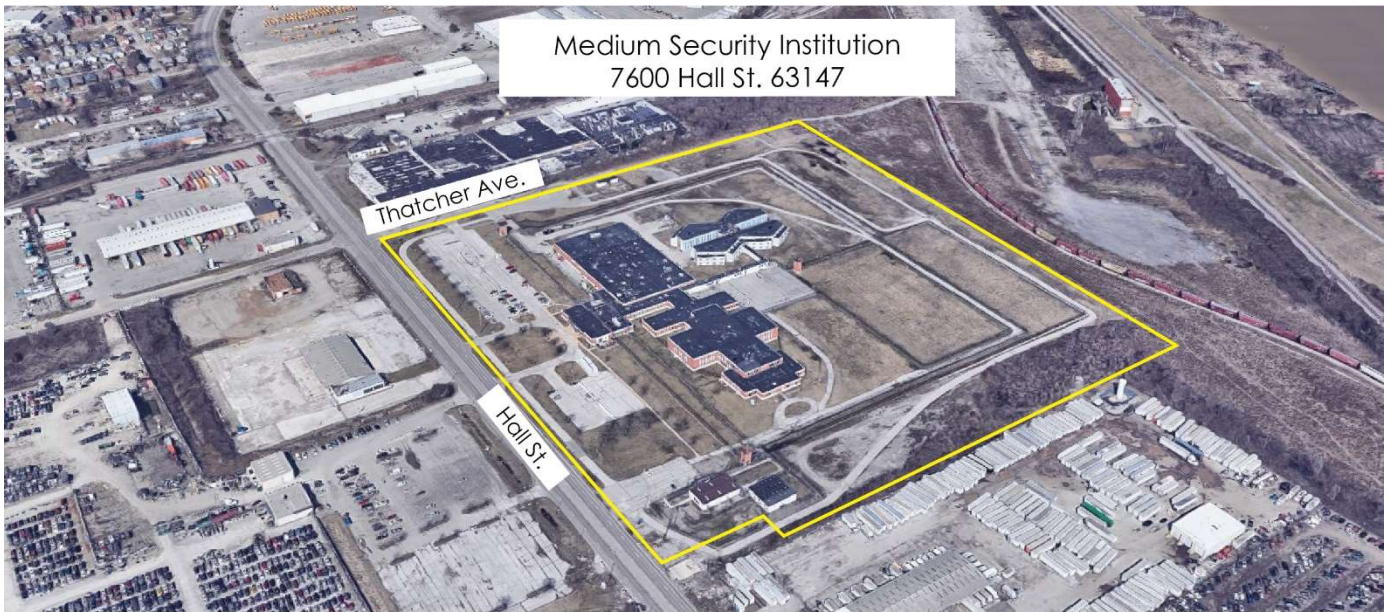
MSI was one of two municipal jail facilities in the City of St. Louis. The other, the Criminal Justice Center, (CJC) is located in Downtown St. Louis. Following Mayor Tishaura O. Jones taking office in April, 2021, MSI was closed as a municipal jail in June of 2021. The Annex portion of the

facility has been subsequently used to house detainees while construction and renovations are occurring in portions of the CJC.

The City of St. Louis desires to engage a consultant to assist with strategic planning, public engagement and discovery, and community visioning services for future use of the land and/or facility.

The site presents opportunities as it occupies 23 acres of municipally owned land, east of Hall St. in the North Riverfront Neighborhood – but also challenges as the property is in an industrial area with relatively poor residential neighborhood connectivity or access for residents. Decommissioned jail facilities in other cities have been re-imagined as community spaces, educational centers, for restorative justice, transitional housing, economic development, and other uses. The purpose of this public engagement activity is to begin to identify post-incarceration uses for the former jail and the land surrounding it that fulfill existing needs of current residents and a vision for the future of the site.

The parcel and buildings at 7600 Hall St. are owned by the City of St. Louis. Sale or lease of city-owned properties require action of the Mayor, Comptroller, and Board of Aldermen. The complex is located within the area of the [North Riverfront Commerce Corridor Land Use Plan](#), adopted as a topical plan by the City of St. Louis Planning Commission in 2013. The property is located within the North Riverfront Neighborhood. To the west, across Hall St. is the Baden Neighborhood. The property is zoned [“K” Unrestricted Zoning District](#).



7600 Hall Street, study area and view looking east.

3. PROJECT FUNDING

Funding for this project was allocated in the FY22 Annual Budget for the City of St. Louis in an amount not to exceed \$150,000.

4. SCOPE OF SERVICES

The following tasks provide a generalized scope of work for the Analysis. It includes general descriptions of the tasks that a firm or team of firms should build on when preparing responses. Each response submitted to this request for proposals (RFP) must, at a minimum, address the tasks described below, although responding firm(s) may add to or alter the scope as deemed necessary to better accomplish the intended purposes of this study.

Task 1: Facility Characteristics and Site Overview

With assistance from the Board of Public Service, St. Louis Development Corporation, St. Louis Metropolitan Police Dept., Department of Public Safety, and Planning & Urban Design Agency, document and summarize physical characteristics of the existing facilities and surrounding land, including physical plant, zoning, relevant land use and adopted plan documents, flood plain, surrounding land use factors and transportation elements of the site.

Task 2: Potential Municipal Uses

Interview / survey municipal departments to assess whether existing operational needs could be met at the site, understanding the unique characteristics, history, and appropriate uses for the location.

Task 3: Convene Stakeholder Steering Committee

Convene a committed stakeholder steering committee which can guide ongoing engagement efforts within the community. Members of the group could include people familiar with the MSI facility, people involved in decarceration efforts, people involved in restorative justice efforts, elected officials, representatives from relevant city departments and agencies, (BPS, SLDC, SLATE, etc) people with experience being detained in MSI, representatives of the municipal court system, representatives of re-entry and/or diversion programs, people with architectural, planning, land-use or redevelopment experience, representatives from workforce development, and others to be determined. This stakeholder group will provide a bridge between the selected consultant and members of the St. Louis community.

Task 4: Design Public Engagement Process

With assistance from stakeholder steering committee, identify groups, events, and strategies for public engagement. Strategies should include focus groups, interviews, remote and in-person engagement opportunities, surveys and free-form response from the public, engagement with other existing events, and a project website.

Task 5: Develop Public Engagement Materials

Consultant to develop educational materials to inform the public about the process, as well as interactive materials to solicit input from stakeholders and residents.

Task 6: Publish Project Website

Consultant to publish project website that summarizes results from tasks 3 – 5 and presents information and opportunities for input from the public, including surveys and longer form responses.

Task 7: Conduct Focused Community Engagement

Consultant will convene people with past experience being detained at MSI, public defenders, correctional officers, advocates, and others with experience spending time on the site. Consultant to engage with residents of nearby neighborhoods and property owners. Consultant to facilitate meetings between the above groups and the steering committee.

Task 8: Medium Security Institution Community Vision Report

Using the knowledge gained from tasks 1 through 7, develop a ‘Community Vision Report for the Future of the Medium Security Institution Site’ which documents and summarizes the range of discussion, process, responses, and input received about the Medium Security Institution through the public engagement process and preferences and constraints identified for future uses. Incorporate a road map of actions required to facilitate future uses of the site. Achieve consensus among Steering Committee members related to viable and desirable and undesirable future uses. Facilitate public awareness of the outcomes identified in the report after its completion.

5. REQUIRED QUALIFICATIONS

The City of St. Louis seeks specific areas of Consultant and/or sub-consultant expertise, including but not limited to:

- Proven understanding of best practices in public engagement activities
- Hosting an interactive project website that is user-friendly and engaging, and posting regular project updates and project documents
- Experience facilitating stakeholder working groups with diverse interests and backgrounds
- Work through established community contacts and employ existing community resources
- Leading focus groups, stakeholder interviews, and roundtables
- Leading and managing various context-specific visioning exercises
- Authoring summaries of respective events as well as a cumulative outreach summary
- Presenting to elected and appointed boards and commissions
- Presenting to neighborhood groups, private sector groups, development community
- Knowledge of local real estate market and re-development tools and incentives
- Developing clear and compelling reports

6. REQUIRED PROPOSAL CONTENTS

Each submittal will be evaluated to determine the ability of each team and specified staff who would be assigned to a project to provide the required services. Each proposal should clearly and articulately address each of the subject areas below.

1. Project Team: Specialized experience and skills of the firm(s) that qualify it to undertake a project. Qualifications, experience and technical competence of the project manager and professional staff person(s) who would participate. Please detail the project team for both prime and subconsultants.
2. Firm Resources and Capacity: The firm's ability to perform the work in a timely manner and ability to deliver resources and staff sufficient to complete the project. The firm's demonstrated capacity to produce a variety of digital and print materials that facilitate engagement and to produce clear, concise, and meaningful summaries and reports.
3. Understanding and Approach: The firm's experience and past performance with similar community engagement projects or tasks, innovative solutions used, timeliness, cost control, and any specifics reflective of this project. The firm's method or approach to completing a project, the scope of work described herein, including any anticipated obstacles. Please describe three (3) relevant projects undertaken within the last five (5) years, and provide references including the name, address, and telephone number of a contact person for each project.
4. Racial Equity: The firm's experience in ensuring racial equity is an integrated part of previous work or projects. The firm's method or approach to completing projects with a racial equity lens and ensuring engagement is reflective of the community. The Firm's cultural competency in managing community engagement activities among diverse populations. Please describe three (3) relevant projects undertaken within the last five (5) years and provide references including names, address, and telephone number of a contact person for each project
5. Project Schedule and Budget: The proposed schedule and timeline to complete the project, hourly rate of key team members, and the total budget for completion.
6. MBE/WBE certification or collaboration experience with MBE/WBE firms. The proposed M/WBE plan will be evaluated for the feasibility of implementation.
7. Other relevant certifications and/or trainings the firm has which would ensure success in community engagement efforts.
8. Other items which the firm feels makes it the most qualified to receive this contract.

7. SELECTION PROCESS AND SCHEDULE

1. The deadline for questions regarding this RFP is 5:00 p.m. April 19th, 2022 and shall be directed to Scott Ogilvie via email: OgilvieS@stlouis-mo.gov. If any addenda are issued to this Request for Proposals, PDA will post them to the City of St. Louis Procurement Website no later than 3:00 p.m. Friday, April 22nd, 2022. <https://www.stlouis-mo.gov/government/procurement.cfm>

2. Submittals must be received by 1:00pm (Central Time) Friday, April 29th, 2022 to:

Scott Ogilvie, Program Manager
Planning and Urban Design Agency
1520 Market Street, Suite 2000
St. Louis, MO 63103
OgilvieS@stlouis-mo.gov

Proposals received after this deadline will not be accepted.

Respondents must submit one (1) sealed, complete, original proposal, and five (5) sealed, full, complete, and exact copies of the original. Respondents shall also submit their proposals in word and PDF form via email to the address listed above.

3. A selection committee will be convened to review the Request for Proposals and submittals from each firm, score all submittals, and rank accordingly. Upon completion of its review of the responses, the selection committee shall select the firms it deems best qualified according to the criteria described herein.

4. At the sole discretion of the selection committee, top scoring consulting firms may be selected for an interview to discuss the project and Consultant proposal at greater detail. The selected ‘shortlisted’ Consultants will be notified by 5:00 p.m. May 6th, 2022 to set up an official interview time if desired by the committee. ‘Shortlisted’ Consultants shall be available for interview on May 13th, 2022 at 10am, 11am, or 12pm as a placeholder until interviews are scheduled.

5. Award of Professional Service Agreements is anticipated for May 13th, 2022.

Any communications relating to this RFP, written, oral, electronic or otherwise, between firms submitting proposals in response to this RFP (including their agents and family members) and PDA, its constituent agencies and/or their respective staff, employees, commissioners, agents, directors, officials or officers is strictly forbidden during the time that selection committee deliberations are taking place EXCEPT communication to Scott Ogilvie when responding to a direct inquiry from the selection committee or during an interview with the committee. Firms violating this admonition will be disqualified.

8. CONSULTANT SELECTION PROCESS

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor’s Office, Comptroller’s Office, the Aldermanic President’s Office,

and the Planning & Urban Design Agency, in accordance with the guidelines established by Ordinance No. 64102 and the Regulations established by the Board of Public Service. Copies of Ordinance 64102 and associated Regulations can be found at the links below:

Ordinance 64102 – <https://www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=64102>

Regulations - <https://www.stlouis-mo.gov/government/departments/public-service/documents/psa-rules.cfm>

The Selection Committee will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

- A. Specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff;
- B. Ability of the organization to provide innovative solutions;
- C. Approach to the project and any unusual problems anticipated;
- D. The capacity and capability of the organization to perform the work within the time limitations;
- E. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work;
- F. Proximity of the organization to the City;
- G. Fees or fee structure as may be appropriate for the service to be provided;
- H. Availability of financial and operational resources as required to complete the work
- I. M/WBE and/or DBE participation
- J. Ability of the organization to meet statutory or ordinance requirements
- K. Other items that arise as the result of the proposal or interview (as applicable)

Subsequent to consultant selection, the City of St. Louis and the selected consultant will enter contract negotiations with the goal of expeditiously moving to a contract award. Contract award will contain contract terms including detailed scope and nature of services; designation of responsible parties; standard clauses; schedule for completion; type, content, and frequency of reports; information supplied by the City; dispute resolution; fees and payments; cancellation;

abandonment and suspension; insurance; minimum wage law; MBE / WBE participation plan; and other items to be determined.

The City reserves the right to reject any and all proposals submitted and to waive any and/or all non-material irregularities pertaining to the submission of the proposal. Additionally, any and all RFP projects elements, requirements and schedules are subject to change and modification. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the RFP process to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any organization or business.

9. Minority and Women’s Business Enterprise Participation (MBE/WBE)

1. It is the policy of the City of St. Louis to ensure maximum utilization of minority and women’s business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process.
2. City of St. Louis activities are bound by Ordinance 70767, and the Rules and Regulations for Ordinance 70767, which require City Proposers to seek, through good-faith efforts, the involvement of minority business enterprises (MBE’s) and Women Business Enterprises (WBE’S) as follows: MBE participation goal of 25% and WBE participation goal of 5%. For additional information pertaining to the City’s MBE/WBE program and compliance for the purposes of proposing pursuant to this RFP, please visit: <https://www.flystl.com/business/business-diversity-development-1/programs>.
3. A plan for Minority and Women’s business participation must be submitted with your proposal. When the MBE/WBE goal cannot be met, the Respondent shall document good faith efforts and submit a statement of why the goals could not be met.

10. Insurance Requirements

Any Respondent awarded a contract pursuant to this RFP shall procure and maintain General Liability Coverage, Professional Liability Insurance, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker’s Compensation Insurance. Policy limits shall be dependent upon the scope of services, but no coverage amount listed shall be construed to limit the liability of any Respondent. The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with “The City of St. Louis” listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Planning & Design Agency
1520 Market Street, Suite 2000
St. Louis, MO 63103

Each Respondent's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of “A-” or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Consultant's policy.

11. Living Wage

The City has a Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. If applicable, Contractor must agree to comply with the following measures:

1. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 1. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.
2. Notification: Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
3. Posting: Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage” in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.

4. Subcontractors-Service Contracts: Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
5. Term of Compliance – Service Contracts: Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Contractor’s employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
6. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. Penalties: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
 - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
 - iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
 - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

12. Service Contract Minimum Prevailing Wages/Benefits

1. The City of St. Louis has a Service Contract Minimum Prevailing Wage Ordinance (#62124) imposing Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits requirements for service employees of a contractor of the City and related entities. The term “service employees” in the ordinance does not include executive, administrative, or professional employees. Service Contract Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits for specific occupations for the St. Louis area are determined and published periodically by the U.S. Secretary of Labor. The latest publication may be found at <https://sam.gov/wage-determination/2015-5075/18>.
2. Any proposal or bid must specify the job classifications for service employees falling under the proposed service contract and demonstrate how the contractor shall comply with Ordinance 62124. Failure to comply with the Ordinance may result in debarment of the contractor and other penalties.

13. Earnings Tax Requirements

Respondents shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any contract for services executed on behalf of the City stating that the respondent has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the respondent has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Further, every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

14. Additional RFP Terms and Conditions

A. Indemnification

Each respondent, in seeking, receiving, or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

B. Amendments

Respondents may submit amended proposals before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previous submission and must be clearly identified as such in the transmittal letter. The PDA will not merge, collate, or assemble respondents' materials.

C. Right to Withdraw Proposal

Respondents are permitted to withdraw their submissions at any time prior to the deadline for receipt. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the PDA.

D. Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. All RFP addenda will be issued on the City website. To access addenda, the respondent must locate this RFP at the following address: <https://www.stlouis-mo.gov/government/procurement.cfm>

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

E. Contents of Proposals

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the PDA, pursuant to the laws of the State of Missouri. All proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

F. Respondents Responsibility

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

G. Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the PDA determines it is in the best interest of the City and/or the PDA.

H. Governing Law and Venue

This RFP, and any agreement with respondents that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute arising from this RFP or any subsequent contract shall be in the Circuit Court of the Twenty-Second Circuit, Missouri. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

It is understood and agreed by and between the City of St. Louis and the Contractor that the laws of the City of St. Louis Charter and Ordinances shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. In the event any term, clause, or provision herein contained is found invalid, inapplicable, or against public policy by a court of competent jurisdiction, the invalidity of any such term, clause, or provision, shall in no way affect any other valid term, clause, or provision of this Agreement or void this Agreement in its entirety.

1. Terms to be Required in Contracts

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By submitting proposals in response to this RFP, respondents agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the Executive Director of the Planning & Urban Design Agency, or his or her designee. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by City, Contractor shall allow City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of City during normal business hours.

The City reserves the right to audit Contractor's accounts relating to the agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

1. Introduction of the appropriate documentation.
2. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.
3. Repayment of questioned costs to the City.

B. Non-Discrimination Policy

In connection with any contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, in connection with the furnishing of services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C. Public Records Law

Respondents are hereby notified that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit

Respondent(s) shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit, attached herein as Appendix 2, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Respondent(s) shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the above-stated Statutes.

E. Anti-Discrimination Against Israel Act

Respondent(s), shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit, attached herein as Appendix 3, affirm that it is not currently engaged in and shall

not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Independent Contractor

The Contractor is, and at all time hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that the Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

G. Indemnification

The Contractor will protect, defend, and hold the City, and its Board of Aldermen, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

H. Subject to Appropriation of Funds

This agreement is subject to annual appropriation by the City. The City reserves the right to not appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

I. Prohibition on Limitation of Liability Clauses

Any clause in this agreement interpreted to limit Respondent's liability shall not be enforced to the extent that it acts as a limitation of Respondent's liability. Limitations of liability include, but shall not be limited to:

1. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;

2. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
3. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

J. Termination

This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the City against any loss caused by said abandonment.